

Five-Year Garden Lease

This Lease, made and entered into as of the 25th day of May, 2011, by and between LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (LRA), 1015 Locust Street, Suite 1200, St. Louis, MO 63101, hereinafter referred to as the "Lessor", and

██████████
██████████
St. Louis, MO ██████████
Phone: ██████████

hereinafter referred to as "Lessee".

WITNESSETH: That the Lessor hereby leases to the Lessee and the Lessee accepts, upon the terms, stipulations and conditions set forth herein, the following unimproved parcel or parcels of real property in the City of St. Louis, Missouri (hereinafter the "Leased Premises"), to wit:

██████████ Parcel ID: ██████████ Ward: ██████ Lot Size: (25 x 138.5)

AND WHEREAS, Lessee shall define their planting area through the use of temporary fencing, railroad ties, landscape timber, or Lessee may install a permanent fence, if a permit is obtained from the City. Under no circumstances will Lessee be reimbursed for a fence.

AND WHEREAS, Lessee shall comply with the following terms and conditions:

TERMS AND CONDITIONS

- 1) The term of this Lease shall be for a period of five (5) years beginning on the 25th day of May, 2011, and terminating on the 25th day of May, 2016, at a five year rental of Five Dollars (\$5.00), payable in advance upon the execution of this Lease. Receipt of the aforesaid amount is hereby acknowledged by Lessor.
 - (a) Lessee shall maintain the Leased premises during the term of the Lease, in a safe, secured condition, free from all trash, litter, weeds, tall grass, and shall comply fully with all codes and ordinances of the City of St. Louis applicable to the Leased Premises during the term of this Lease;
 - (b) The Leased Premises shall be used only as garden or green space and for no other use. Lessee further agrees that no playground equipment, obstacle courses, ballfields or any other structures or apparatus will be installed in or upon any part of the Leased Premises without the prior express written consent of the Lessor;
 - (c) Lessee may install a permanent fence, if a permit is obtained from the City, Under no circumstances will Lessee be reimbursed for a fence or any other improvements made to the property;
 - (d) The Leased Premises cannot be used for parking of cars, trucks or equipment of any kind;
 - (e) No barricades or buildings of any type are to be installed or erected or constructed in or upon the Leased Premises without the prior express written consent of Lessor;
 - (f) The Leased Premises shall not be used for the sale of goods or produce, the location of fund raisers, revivals, rallies, or any other event;
 - (g) Lessee shall not sublet the Leased Premises without written consent of LRA;
 - (h) The Leased Agreement shall not be assigned or transferred without prior written consent of LRA;
 - (i) Lessee shall assume full responsibility for the condition of the Leased Premises upon execution of this Lease;
 - (j) Lessee shall hold the Lessor, St. Louis Development Corporation, its constituent agencies, employees, and agents, and the City of St. Louis, its employees and agents, harmless from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, which arise out of or are in any manner related to Lessee's use, possession, or lease of the Leased Premises. Lessee further agrees to indemnify and defend St. Louis Development Corporation, its constituent employees and agents, and the City of St. Louis, its employees and agents, from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, arising out of this Lease or as a result of the Lessee's possession, maintenance, control, or use of the Leased Premises or from any cause whatsoever involving said Leased Premises;
 - (k)

To obtain a Garden Lease contact:
Wyvonia Warfield
Maintenance Coordinator
St. Louis Development Corporation
(314) 622-3400 Ext. 388

For more information on Community Gardens:
James F. Anderson
Gateway Greening Inc.
(314) 588-9600 ex. 30
james@gatewaygreening.org

